

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

ALKIRE, et al.	:	
	:	Case No. 2:18-cv-1009
Plaintiffs,	:	
	:	JUDGE ALGENON L. MARBLEY
v.	:	
	:	Magistrate Judge Deavers
WESTPORT HOMES, INC., et al.	:	
	:	
Defendants.	:	

OPINION & ORDER

This matter is before the Court on Defendant Westport Homes, Inc.’s (“Westport”) Motion to Strike Jury Demand filed on October 19, 2018 (ECF No. 16) and Defendant Weyerhaeuser Co.’s (“Weyerhaeuser”) Motion to Strike Jury Demand also filed on October 19, 2018 (ECF No. 17). Plaintiffs Adam and Ashley Alkire (“the Alkires”) filed a complaint on September 10, 2018 against Westport and Weyerhaeuser and demanded a jury trial. (ECF No. 3). Defendants filed Motions to Strike the Jury Demand, arguing that the Alkires voluntarily waived their right to a jury trial through the contract they signed with Westport. Weyerhaeuser argues that the jury waiver in the contract between the Alkires and Westport also applies to the Alkires’ claims against Weyerhaeuser. With the Motions to Strike pending, the Alkires filed an amended complaint on April 24, 2019. (ECF No. 32).

Once a plaintiff files an amended complaint, it “replaces the original.” *Fla. Dep’t of State v. Treasure Salvors, Inc.*, 458 U.S. 670, 702 (1982). The original complaint is thereafter “null and void.” *Glass v. The Kellogg Co.*, 252 F.R.D. 367, 368 (W.D. Mich. 2008) (quoting *Vadas v. U.S.*, 527 F.3d 16, 22 n.4 (2d Cir. 2007)). With the complaint and the claims it contains nullified, motions relating to that complaint and its claims are thus moot. *Id.* (citing *Cedar View*,

Ltd. v. Colpetzer, No. 5:05-CV-00782 2006 WL 456482, *5 (N.D. Ohio Feb. 24, 2006); *Ky. Press Ass’n, Inc. v. Commonwealth*, 355 F.Supp.2d 853, 857 (E.D. Ky. 2005)). Defendants’

Motions are hereby **DENIED AS MOOT.**

IT IS SO ORDERED.

s/Algenon L. Marbley
ALGENON L. MARBLEY
United States District Judge

DATED: July 12, 2019